

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CHARLES ROANE,
Plaintiff,

v.

**A&E TELEVISION NETWORKS, LLC; SWIRL FILMS, INC.; and LIFETIME
ENTERTAINMENT SERVICES, LLC,**
Defendants.

Case No.

DECLARATION OF CHARLES ROANE

I, Charles Roane, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury as follows:

1. I am the Plaintiff in the above-captioned matter and the signatory to a Production and Management Agreement with Haley Gossierand dated December 9, 2022 (the “Agreement”), which remained in effect at all times relevant to this case. I make this declaration to confirm that our agreement was never expired or terminated and to rebut any suggestion to the contrary.
2. I continued performing under the Agreement through at least **May 2025**. This included direct financial investment, creative production, release coordination, and industry outreach — all conducted in reliance on the Agreement and with Haley’s active participation.
3. In **May 2025**, I helped Haley prepare for the release of our jointly produced song “Out.” This included final mastering, digital file delivery, and artist services. I paid approximately **\$15,000 out-of-pocket** for a professional music video shoot for Haley on **May 21, 2024**, in Atlanta. The project was planned in direct collaboration with Haley and reflected our shared intent to relaunch her career following a hiatus due to her mother’s illness.
4. On **May 20, 2025**, Netflix flagged Haley’s upcoming May 15 release for violating the *Building the Band* release restrictions. Haley called me in a panic. I was cc’d on the compliance notice and responded on her behalf, with her input. She asked me to take the blame for the scheduling issue, and I agreed, despite having already uploaded the file to the platform by Netflix’s May 7 deadline.
5. During this same period, I arranged meetings with high-level music executives, including Jen Norwood (formerly of Republic Records) and Vevo’s editorial team, to support the launch of “Out.” I also provided multiple Dropbox mix revisions, technical mastering, and advisory feedback to Haley. These communications and deliverables demonstrate that I was still her active producer and strategic advisor well into **late May 2025**.
6. I understand that Defendants or their counsel have claimed that my contract with Haley